



Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801

Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich
Commissioners


ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

2-D March 31, 2015

March 31, 2015

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012


PATRICK OZAWA
ACTING EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE ALLOCATION OF HOMELESS AND HOUSING PROGRAM FUNDS - CITY AND
COMMUNITY PROGRAM
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter requests that your Board approve the allocation of \$2.3 million of Homeless and Housing Program Funds-City and Community Program (HHPF-CCP) for eight projects which have been selected through a Request for Proposal (RFP) issued by the Community Development Commission (Commission) on January 5, 2015. Approval of the allocation will permit the County of Los Angeles to provide temporary rental assistance and supportive services to families who are homeless or at-risk of homelessness.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the projects listed in Attachment A are not subject to the provisions of CEQA, as described herein, because these projects do not have the potential for causing a significant effect on the environment.
2. Approve and authorize the Executive Director, or his designee, to execute HHPF-CCP Reimbursable Contracts, a sample of which is presented in substantially final form, with the Los Angeles Homeless Services Authority, YWCA of San Gabriel Valley, and Special Services for Groups, for their Rental Assistance and Supportive Services Projects, using \$2,300,000 in HHPF-CCP funds, following approval as to form by County Counsel and execution by all parties.
3. Authorize the Executive Director, or his designee, to incorporate up to \$2,300,000 of HHPF-CCP funds into the Commission's approved Fiscal Year 2014-2015 budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve the allocation of HHPF-CCP funds to eight projects that will provide rental assistance and supportive services for families who are homeless or at-risk of homelessness in Los Angeles County and to incorporate funds into the budget as needed.

FISCAL IMPACT/FINANCING

On April 4, 2006, your Board approved the Homeless Prevention Initiative (HPI), which allocated funding to address the critical shortage of permanent housing, shelter beds, and supportive services in Los Angeles County (County). Included in the HPI allocation was \$80,000,000 for HHPF Programs, which included the City/Community Program (CCP). Based on the approved spending plan, \$32,000,000 was allocated to the CCP to provide funds for capital and services (\$20.4 million for locally defined programs and \$11.6 million for capital development). On June 26, 2007, your Board approved the transfer of \$52.55 million to the Commission for locally defined programs, capital development, and community collaboration efforts. At the same time, your Board approved the Request for Proposal process to distribute these funds.

On April 22, 2008, your Board approved nine capital development fund projects, utilizing \$11,834,032 to acquire, rehabilitate, construct and/or provide operating support. The Board also approved grants in a total amount up to \$15,772,770 to service providers for twelve service only projects.

As of January 2015, there was a remaining balance of \$2,300,000 resulting from unspent funds following completion of the previously approved service projects as well as interest revenue earned since the initial funding of this program. After conducting a new RFP process, the Commission is recommending reimbursable grant contracts to three service providers: the Los Angeles Homeless Services Authority (LAHSA), YWCA of San Gabriel Valley, and Special Services for Groups, for rental assistance and supportive service projects in eight Service Planning Areas (SPAs). The existing administrative funds remaining for this program are sufficient to cover the Commission oversight for these projects.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current funding recommendations are to allocate unspent HHPF-CCP funds and interest earnings for three service providers to provide services in eight Service Planning Areas (SPAs) through agreements with the Commission, to be executed by the Executive Director, following approval as to form by County Counsel. The contracting agencies are LAHSA (with six subrecipient agencies serving SPAs 1, 2, 4, 5, 7, and 8), the YWCA of the San Gabriel Valley (SPA3), and Special Services for Groups (SPA 6). Funds will be used to provide rental assistance for rapid re-housing and supportive services to families along with leveraged funds from other sources. The funds may be used for service delivery models in support of the existing Homeless Family Solutions System that positively impact the lives of the eligible families who are homeless or at-risk of homelessness, with the goal of moving them into permanent housing and achieving housing stability. Due to the limited amount of funds, there will be only one project per SPA. Attachment A represents a complete list of the recommended service-only projects.

ENVIRONMENTAL DOCUMENTATION

The activities funded for the service-only projects (listed in Attachment A) are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because the activities are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

The Commission issued a public notice announcing the RFP release date on January 5, 2015, and notifications were sent to more than 200 community-based organizations. Upon release of the RFP, all prospective applicants were required to attend a mandatory proposers' conference which was held at the Commission's main office. A total of 22 proposals were received by the deadline of 5:00 p.m., January 30, 2015.

The RFP mandated that each proposal must comply with basic eligibility requirements and submit a complete application. Proposal evaluation consisted of two tiers of review: Threshold Review and Technical Review. Threshold Reviews were conducted by Commission staff and Technical Reviews were conducted by selected consultants and Commission staff.

The RFP included a process for applicants to appeal individual scores on procedural issues or technical errors. Applicants were notified of the scoring results and given five days to appeal. No written appeals were received.

The RFP used an objective scoring system and expert technical reviewers to score the applications. Based on these criteria, the proposal with the highest score in each of the eight SPAs that scored a minimum of 75% of the total points are being recommended for funding awards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The requested actions will provide additional temporary rental assistance for rapid re-housing and supportive services, for families who are homeless in the County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:SS:rw

Enclosures

ATTACHMENT A

RENTAL ASSISTANCE AND SUPPORTIVE SERVICE PROJECTS RECOMMENDED FOR HOMELESS AND HOUSING PROGRAM FUNDS - CITY AND COMMUNITY PROGRAM

Contracting Agency/ Subrecipient Agency	Address	SPA	Amount
LAHSA/ Antelope Valley Domestic Violence Council	811 Wilshire Boulevard, 6th Floor Los Angeles, CA 90017	1	\$115,000
LAHSA/LA Family Housing	811 Wilshire Boulevard, 6th Floor Los Angeles, CA 90017	2	345,000
YWCA of San Gabriel Valley	943 N. Grand Ave. Covina, CA 91724	3	207,000
LAHSA/People Assisting the Homeless	811 Wilshire Boulevard, 6th Floor Los Angeles, CA 90017	4	483,000
LAHSA/St. Joseph Center	811 Wilshire Boulevard, 6th Floor Los Angeles, CA 90017	5	207,000
Special Service for Groups	905 E. 8 th Street Los Angeles, CA 90021	6	483,000
LAHSA/The Whole Child	811 Wilshire Boulevard, 6th Floor Los Angeles, CA 90017	7	161,000
LAHSA/Harbor Interfaith Services, Inc.	811 Wilshire Boulevard, 6th Floor Los Angeles, CA 90017	8	299,000

WOMEN/MINORITY COMPOSITION

ATTACHMENT B

LOS ANGELES HOMELESS SERVICES AUTHORITY

Board of Directors Employees

Total	10	97
Minorities (Number)	10	97
Women (Number)	3	53
Minorities (Percent)	100	100
Women (Percent)	33	55

YWCA OF GREATER LOS ANGELES*

Total	10	150
Minorities (Number)	7	
Women (Number)	10	119
Minorities (Percent)	70	
Women (Percent)	100	79

*This agency does not track the ethnic identity of its employees.

SPECIAL SERVICES FOR GROUPS

Total	10	679
Minorities (Number)	8	573
Women (Number)	2	498
Minorities (Percent)	80	84
Women (Percent)	20	73

The Commission encourages the participation of minorities and women in the contract award process by: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding the Commission's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations that represent minorities and women. The above information has been voluntarily provided by the above agencies.

The recommendation to approve the HHPF Reimbursable Contracts with the above agencies is being made in accordance with federal regulations, and without regard to race, creed, color, gender, religion or sexual orientation.

**COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES
HOMELESS HOUSING PROGRAM
REIMBURSABLE CONTRACT**

PROJECT TITLE: «Project_Name»

PROJECT NUMBER: «Project_No»

CONTRACT NUMBER: «C»

THIS CONTRACT is made and entered into this «Day» day of «Month», by and between the Community Development Commission of the County of Los Angeles (Commission), and «Agency_Name», hereinafter called the "the Operating Agency."

WITNESSETH THAT:

WHEREAS, the County has made funding available under the Homeless and Housing Program Fund – City/Community Program Initiative (HHPF); and

WHEREAS, the Operating Agency desires to participate in said HHPF program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services and implement the project described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A, Project Description and Activity Budget, Exhibit B, Insurance Requirements and Exhibit C, Charitable Contributions Certification.
2. CONTRACT ADMINISTRATION. The Executive Director of the Commission, (Executive Director), or his designee, shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in the Exhibit A, Project Description and Activity Budget.
4. TIME OF PERFORMANCE. The Operating Agency shall commence the services described herein on the date first above written and shall complete same by no later than «EndDate».
5. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Contract, the County shall reimburse the Operating Agency an amount not to exceed «Budget» «Budget Amount», which shall constitute full and complete compensation hereunder for the implementation of the project described in Exhibit A. Said reimbursement will only be paid out of HHPF funds authorized by the County Board of Supervisors for these purposes on March 31, 2015, for allowable costs actually incurred and paid for the express purposes specified. The parties

understand and agree that such reimbursement, if any, shall not be a charge against any other funds of the County. Funds shall be paid only after submittal of the electronic payment request form. This payment request form must be submitted on a minimum of a monthly basis as specified and provided by the County. Said payment request shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6 of this Contract. After timely receipt and approval of each payment request form, the County will draw a check in favor of the Operating Agency in the approved amount.

The Operating Agency shall have no claim against the County or Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Operating Agency after the expiration or other termination of this Contract. Should the Operating Agency receive any such payment, it shall immediately notify the County and immediately repay all such funds to the County. Payment by the County for services rendered after expiration and/or termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. BUDGET SECTION. No more than the amounts and expenditure items specified in the Project Description and Activity Budget, Exhibit A to this Contract, which is attached hereto and incorporated herein by reference in Section 3, may be spent for the separate cost categories specified in Exhibit A without prior written approval of the County.
7. [Intentionally left blank]
8. COMPLIANCE WITH LAWS. All parties agree to be bound by all applicable Federal, State, and local laws, ordinances, regulations, directives, and guidelines as they pertain to the performance of this Contract, including, but not limited to, U.S. Office of Management and Budget (OMB) Circulars A-110, A-102, A-122, A-87, and A-133, as applicable and the following provisions:
 - a. Should the Operating Agency require additional or replacement personnel after the effective date of this Contract, the Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program, or General Relief Opportunity For Work (GROW) Program who meet the Operating Agency's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.
 - b. The Operating Agency and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code Chapter.

The Operating Agency shall require that all sub-recipients of all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) hereunder shall also fully comply with the requirements as set forth in said County Code Chapter.

Failure on the part of the Operating Agency and/or its Lobbyist(s) to fully comply with said County Lobbyist requirements shall constitute a material breach of the Contract upon which the County may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

- c. The Supervision of Trustees and Fundraisers For Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Non-profit Integrity Act of 2004" (SB1262, Chapter 919) increased the Charitable Purposes Act requirements. By requiring subrecipients to complete the "Charitable Contributions Certification" form attached hereto as Exhibit C, the County seeks to ensure that all non-profit agencies that contract with the County and receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A subrecipient that receives or raises charitable contributions without complying with its obligation under California law commits a material breach, upon which the County may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

9. [Intentionally left blank]

10. CONFIDENTIALITY OF REPORTS. The Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the County.

11. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Operating Agency shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Contract.

12. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair, or invalidate any other provision contained herein. If any such provision

shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

13. INTERPRETATION. No provision of this Contract shall be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both parties drafted it hereto.
14. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of breach of any provision herein shall not be deemed to be a waiver of additional breaches of the same provision or breach of any other provision herein.
15. PROGRAM EVALUATIONS AND REVIEW. The Operating Agency shall make available for inspection to authorized County personnel and their agents, for five (5) years (5) after the termination or expiration of this Contract, all records, including financial, pertaining to its performance under this Contract and allow said County personnel and agents to inspect and monitor the Operating Agency's facilities and program operations, and interview the Operating Agency's staff and program participants, as required by the County.

The Operating Agency agrees to submit all data that are necessary to monitor program accountability and progress in accordance with County requirements.

16. [Intentionally left blank]
17. PROGRAM INCOME. Upon termination of this Contract, the County reserves the right to determine the final disposition of any program income accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.
18. NONEXPENDABLE PROPERTY. Nonexpendable property means leased and purchased tangible personal property, such as office equipment, having a useful life of more than one (1) year and/or an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall also include, but not be limited to, real property and any interest in real property (including any mortgage or other encumbrance of real property), and funds derived from the sale or disposition of nonexpendable property.

Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In the event the Contract is terminated or expires, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with HHPF funds, including funds derived there from. Said disposition may include taking possession of said nonexpendable property.

The Operating Agency shall maintain up-to-date property records, listing all non-expendable property purchased with an acquisition cost of \$5,000 or more that it has leased or purchased during the term of this Contract. The following items should be included in the list: description of property, serial or ID number, source of funds that

purchased the item (including the contract number), owner of property, date of purchase, cost, percentage of cost paid with HHPF monies, location, condition and use of property, date of disposal, and sale price or method used to determine the current market value. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once a year, reconcile the inventory with its property records, and maintain these records for five (5) years after the termination or expiration of this Contract. In the event there is a change of use or disposition of the property during the term of the contract, if the market value of the property is over \$5,000, the Operating Agency shall immediately pay to the County a pro-rata share of then current market value of the property, or proceeds from the sale. The pro-rata share shall be calculated by multiplying then current market value by the percentage of the purchase price paid with HHPF funds or program income.

If there is a residual inventory of unused supplies, upon termination or completion of the project or termination or expiration of this Contract, with a then current aggregate market value exceeding \$5,000 and if the supplies are not needed for any other County sponsored program(s) or project(s), the Operating Agency shall immediately pay the County for its pro-rata share of then current aggregate market value or proceeds from the sale calculated at the percentage of the purchase price paid with HHPF funds. The Operating Agency shall obtain prior approval of the County and otherwise comply with all applicable laws and regulations prior to utilizing the supplies for any other County sponsored program(s) or project(s).

19. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. The Operating Agency shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property as approved in Exhibit A, Project Description and Activity Budget. The Operating Agency must purchase or lease from the lowest, responsive and responsible bidder. The Operating Agency shall properly identify and inventory all nonexpendable property purchased or leased for \$5,000 or more, pursuant to the Contract. The Operating Agency shall provide said inventory to the County upon request.
20. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 45 of this Contract.
21. CHANGES. The County may, from time to time, request changes hereunder, including the scope of services of the Operating Agency. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the County and the Operating Agency, shall be incorporated into this Contract by written amendments.
22. [Intentionally left blank]
23. [Intentionally left blank]

24. REVENUE DISCLOSURE REQUIREMENT. Upon request, the Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by the Operating Agency from Federal, State, City or County sources, or other governmental agencies, and applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by the Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. The Operating Agency shall make available for inspection and audit to the County's representatives, upon request, at any time during the duration of this Contract, and for a period of five (5) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through the County. All such books and records shall be maintained by the Operating Agency at a location in Los Angeles County.

Failure of the Operating Agency to comply with the requirements of this Section 24 of this Contract shall constitute a material breach of contract upon which the County may immediately cancel, terminate, or suspend this Contract through the Executive Director.

25. JOINT FUNDING. For projects in which there are sources of funds in addition to HHPF funds, the Operating Agency may be required to provide proof of such other funding. The County shall not pay for any costs incurred by the Operating Agency, which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting, and reporting, apply to the total project regardless of funding sources. Separate financial records shall be kept for each funding source and program.
26. [Intentionally Left Blank]

27. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

«Agency_Name»
«Street_Address»
«City», «State» «Zip»

Notices, reports, and statements to the County shall be personally delivered or sent via First Class U.S. mail to the Executive Director or his designee at:

County of Los Angeles
c/o Executive Director
Community Development Commission of the County of Los Angeles
700 W. Main Street
Alhambra, California 91801

Each party shall promptly notify the other of any change in its mailing address.

28. ASSIGNMENT. The Operating Agency shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Operating Agency may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Operating Agency.

Shareholders, partners, members, or other equity holders of the Operating Agency may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Operating Agency to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Operating Agency's duties, responsibilities, obligations, or performance of same by any entity other than the Operating Agency, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Operating Agency as it could pursue in the event of default by the Operating Agency.

29. SUBCONTRACTING. The requirements of this Contract may not be subcontracted by the Operating Agency without the advance approval of the County. Any attempt by the Operating Agency to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

If the Operating Agency desires to subcontract, the Operating Agency shall provide the following information to the County:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

The Operating Agency shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Operating Agency's employees.

The Operating Agency shall remain fully responsible for all performances required of it under this Contract, including those that the Operating Agency has determined to subcontract, notwithstanding the County's approval of the Operating Agency's proposed subcontract.

The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Operating Agency is responsible to notify its subcontractors of this County right.

The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Operating Agency shall forward a fully executed subcontract to the County for their files.

The Operating Agency shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

The Operating Agency shall obtain and maintain onsite certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The County may request copies of the certificates and endorsements required herein at any time. Failure by the Operating Agency to comply with the County's request may be deemed by the County as a material breach of this contract.

30. NOTICE OF FEDERAL EARNED INCOME CREDIT. The Operating Agency shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax

laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

31. FISCAL LIMITATIONS. Where the Executive Director or his designee, has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of the Operating Agency, the County, through the Executive Director or his designee, may suspend this Contract for up to 60 days, upon three (3) days' notice to the Operating Agency, pending an audit or other resolution of such questions. In no event, however, shall a revision made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that HHPF funds are available to the County to satisfy such expenditures or legally binding commitments.
32. USE OF FUNDS FOR ENTERTAINMENT, MEALS, OR GIFTS. The Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals, or gifts.
33. CONFLICT OF INTEREST. The Operating Agency represents, warrants, and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment, or otherwise, or as a partner, joint venture, or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Operating Agency shall disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business, or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.
34. BUDGET MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, when such modifications:
 - i. Are specifically requested by the Operating Agency;
 - ii. Will not change the project goals or scope of services;
 - iii. Are in the best interest of the County and the Operating Agency in performing the scope of services under this Contract;
 - iv. Do not alter the total amount of compensation under this Contract; and
 - v. When such modifications are in writing prior to expenditures being made.
35. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant time of performance modifications to this Contract when such modifications:
 - i. In aggregate do not exceed 24 calendar months;
 - ii. Are specifically requested by the Operating Agency;

- iii. Will not change the project goals or scope of services;
- iv. Are in the best interests of the County and the Operating Agency in performing the scope of services under this Contract;
- v. Do not alter the total amount of compensation under this Contract; and
- vi. Are in writing prior to expenditures being made.

36. AUDIT EXCEPTIONS. The Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of the County's liability to the funding agency resulting from such audit exceptions.

37. AUDITS. The Operating Agency's program will be audited in accordance with the County's policy and funding source guidelines. The County or its authorized representatives shall, at all times during the term of this Contract, and for a period of five (5) years thereafter, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at the County's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the County to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.

Failure of the Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the Executive Director or his designee may cancel, terminate, or suspend this Contract.

38. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. The Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.

39. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. No oral agreement shall be binding upon the parties unless expressly stated herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties. Amendments must be received by the County no more than 60 calendar days prior to the expiration date of this Contract.

40. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the County for necessary supplies and equipment for Contract performance, the

Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the County, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the County, (c) a community related benefit is derived from such the Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents, or officers.

41. MONITORING AND EVALUATION. The County will monitor, evaluate, and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the County shall have the right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on going program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

Failure of the Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the Executive Director or his designee may cancel, terminate, or suspend this Contract.

42. INSURANCE. The Commission shall determine the requirements of the insurance policy to be procured and maintained by the Operating Agency with respect to its activities and obligations hereunder. Without limiting the Operating Agency's indemnification of the County, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the Commission's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.

43. FAILURE TO PROCURE INSURANCE. Failure on the part of the Operating Agency to procure or maintain required insurance (pursuant to Exhibit B) shall constitute a material breach of contract under which the County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by the County shall be repaid by the Operating Agency to the County upon demand or the County may offset the cost of the premiums against any monies due to the Operating Agency from the County.

44. INDEMNIFICATION. Except as otherwise set forth below, the Operating Agency agrees to indemnify, defend and hold harmless the County, the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as "Public Agencies") from and against any and all liability, demands, damages, claims, causes of action, fees, (including reasonable

attorneys' fees, expert witness' fees, defense costs), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), arising from, related to, or connected with the Operating Agency's acts, errors, or omissions. The Operating Agency shall not be required to indemnify, defend, and hold harmless the Public Agencies from any Liabilities that arise from the sole negligence or willful misconduct of Public Agencies.

In the event that the Operating Agency provides construction services in relation to the construction of a project related in any way to this Contract, with respect to those construction services, the Operating Agency agrees to indemnify, defend, and hold harmless Public Agencies from and against any and all Liabilities that arise out of, pertain to, or relate to such project or the construction services of the Operating Agency. The Operating Agency shall not be required to indemnify, defend, and hold harmless Public Agencies from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of Public Agencies, Public Agencies' agents, servants, or independent contractors who are directly responsible to Public Agencies.

In the event that the Operating Agency contracts with another entity (hereinafter "Construction Entity") for construction services to be provided in relation to the construction of a project (hereinafter "the Operating Agency-Construction Entity Contract"), the Operating Agency agrees that language substantially equivalent to the following shall be incorporated in its contract with Construction Entity in favor of Public Agencies: Construction Entity agrees to indemnify, defend, and hold harmless Public Agencies from and against any and all liabilities demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the project or the construction services of Construction Entity, its employees, representatives, consultants, subcontractors, agents, or any other entity for which Construction Entity is responsible. Construction Entity shall not be required to indemnify, defend, and hold harmless Public Agencies from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of Public Agencies, Public Agencies' agents, servants, or independent contractors who are directly responsible to Public Agencies. This indemnification clause shall remain in full force and effect following the expiration and/or termination of the Operating Agency-Construction Entity Contract.

In the event that the Operating Agency provides design professional services in relation to a project-related in any way to this Contract, the Operating Agency agrees to indemnify, defend, and hold harmless Public Agencies from and against any and all Liabilities that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Operating Agency.

In the event that the Operating Agency contracts with another entity (hereinafter "Design Professional Entity") for design professional services to be provided in relation to a project-related in any way to this Contract (hereinafter "the Operating Agency-Design Professional Contract"), the Operating Agency agrees that language

substantially equivalent to the following shall be incorporated in the Operating Agency-Design Professional Contract in favor of Public Agencies, if such contract is entered into subsequent to the execution date of this Contract: Design Professional Entity agrees to indemnify, defend, and hold harmless Public Agencies from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional Entity, its employees, representatives, consultants, subcontractors, agents, or any other entity for which Design Professional Entity is responsible. This indemnification clause shall remain in full force and effect following the expiration and/or termination of the Operating Agency-Design Professional Contract.

The Operating Agency further agrees to indemnify, defend, and hold harmless the Public Agencies from and against any and all Liabilities relating to the Operating Agency's acts or omissions, whether civil or criminal, intentional or unintentional, including, without limitation, allegations or acts of physical abuse, mental abuse, psychological abuse, senior abuse, sexual abuse, molestation, maltreatment, or mistreatment related in any way to this Contract or the services or work to be provided hereunder.

The above-mentioned indemnification provisions shall remain in full force and effect and survive the cancellation, termination, and/or expiration of this Contract. The Operating Agency further agrees to require any entities with which it contracts to agree to and abide by the above-mentioned indemnification requirements in favor of the Public Agencies, as applicable to each of them.

45. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close out procedures required by the Executive Director or designee, within a period of not more than 60 calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by the County into other eligible activities in the County. The Executive Director or his designee, may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.
46. NEPOTISM. The Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by the Operating Agency, unless this action is approved by the Operating Agency's governing body and waived by the Executive Director of the Commission. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild. The term

"administrative capacity" means having selection, hiring, supervisory, or management responsibilities, including serving on the governing body of the Operating Agency.

47. RELIGIOUS AND POLITICAL ACTIVITIES. Except as included within the Exhibit A, the Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with this Contract.
48. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any nonprogram obligations, or as loans for nonprogram activities. Separate financial records shall be kept for each funding source and program.
49. REPORTS AND RECORDS. The Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation, and other reports as required by the County. Program progress reports shall be submitted as required, in the form specified by the Executive Director or his designee. The Operating Agency shall maintain, and permit onsite inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the County to assure proper accounting for all Contract funds during the term of this Contract and for a period of five (5) years thereafter. The Operating Agency will ensure that its employees and board members furnish such information, which, in the judgment of the County representatives, may be relevant to a question of compliance with contractual conditions, with the County or granting agency directives, or with the effectiveness, legality and achievements of the program.
50. EXPENDITURES. Expenditures made by the Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from the Executive Director or his designee.
51. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
52. DRUG-FREE WORKPLACE. The Operating Agency agrees to provide a drug-free workplace by:

- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- ii. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Operating Agency's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph i of this Section 52;
- iv. Notifying the employee in the statement required by paragraph (i) of this Section 52 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- v. Notifying the County in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- vi. Taking one (1) of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- vii. Requiring making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs i, ii, iii, iv, v, and vi.
- 53. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Operating Agency shall provide all safeguards, safety devices, protective equipment, and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.
- 54. [Intentionally Left Blank]
- 55. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract to the County must ensure that sufficient property maintenance shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping, and physical appearance acceptable to the County.
- 56. TERMINATION FOR IMPROPER CONSIDERATION. The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Operating Agency as it could pursue in the event of default by the Operating Agency.

The Operating Agency shall immediately report any attempt by the County officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director or the County Auditor-Controller's Employee Fraud Hotline (800) 544-6861.
- 57. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Operating Agency's duty under this Contract to comply with all applicable provisions of law, the Operating Agency warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

58. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section 57, the Operating Agency's Warranty of Adherence to the County's Child Support Compliance Program shall constitute a default by the Operating Agency under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Executive Director or his designee may terminate this Contract pursuant to Section 62, Termination for Cause.
59. POST MOST WANTED DELINQUENT PARENTS LIST. The Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Operating Agency understands that it is the County's policy to voluntarily post a list entitled L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at the Operating Agency's place of business. The CSSD will supply the Operating Agency with the poster to be used.
60. COUNTY'S QUALITY ASSURANCE PLAN. The County will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Operating Agency's compliance with all Contract terms and performance standards. The Operating Agency's deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Operating Agency. If improvement does not occur consistent with the corrective measure, the County may terminate this Contract, pursuant to Paragraph 61 or 62, or impose other penalties as specified in this Contract.
61. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon 30 days' prior written notice to the Operating Agency. In the event of such termination, the Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

62. TERMINATION FOR CAUSE. This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in i, ii, iii, or iv:

- i. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
- ii. Should the Operating Agency fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three (3) days by the Operating Agency, then notice of deficiency thereof in writing will be served upon the Operating Agency by the County.

Should the Operating Agency fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director or his designee shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

- iii. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency.
- iv. If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Operating Agency or under this Contract shall, at the option of the County become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

63. [Intentionally Left Blank]

64. USE OF RECYCLED-CONTENT PAPER PROJECTS. Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible in relation to this project.

65. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* Operating Agency understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Operating Agency. The Operating Agency shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

Professional Conduct: The County does not and will not condone any acts, gestures, comments or conduct from the Operating Agency's employees, agents, or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The County will properly investigate all charges of harassment by residents, employees, or agents of the County against any and all the Operating Agency's employees, agents, or subcontractors providing services for the County. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents, or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

66. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

- a. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the policy of the Commission, Housing Authority, and the County to conduct business only with responsible contractors.
- b. The Operating Agency is hereby notified that if the County acquires information concerning the performance of the Operating Agency on this or other contracts which indicates that the Operating Agency is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Operating Agency from bidding or proposing on, or being awarded, and/or performing work on the County, Commission, and/or Housing Authority contracts for a specified period of time, which generally will not to exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Operating Agency may have with the County, Commission, and/or Housing Authority.
- c. The County may debar a contractor, consultant, vendor, or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a non-profit corporation created by the Commission, Housing Authority, or the County; (2) committed any act or omission which negatively reflects on the its quality, fitness, or capacity to perform a contract with the Commission, Housing Authority, or the County or any other public entity, or a non-profit corporation created by the Commission, Housing Authority, or the County, or engaged in a pattern or practice which negatively reflects on same; (3)

committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the Commission, Housing Authority, the County, or any other public entity.

- d. If there is evidence that the Operating Agency may be subject to debarment, the County will notify the Operating Agency in writing of the evidence, which is the basis for the proposed debarment and will advise the Operating Agency of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Operating Agency and/or the Operating Agency's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Operating Agency should be debarred, and, if so, the appropriate length of time of the debarment. The Operating Agency and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- g. If a contractor has been debarred for a period longer than five (5) years, that the contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one (1) or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- h. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one (1) or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- i. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
 - j. These terms shall also apply to subcontractors and subconsultants of the County, Commission, or Housing Authority contractors, consultants, vendors, and operating agencies.
67. [Intentionally Left Blank]
68. [Intentionally Left Blank]
69. DISALLOWED COSTS. If the Operating Agency has failed to return unexpended funds or funds spent for disallowed costs related to any Contract it has with the County, the County may withhold and offset payments to be made to the Operating Agency under this Contract.
70. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS. The Operating Agency represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the County are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. The Operating Agency further agrees to defend, hold harmless, and indemnify the County from any and all liability, as described in Section 44, Indemnification, arising from or related to the County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.
71. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW. The Operating Agency shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.
72. THE OPERATING AGENCY'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW. The Operating Agency acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Operating Agency understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Operating Agency's place of business. The Operating Agency will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. This poster is available at www.babysafela.org/docs/poster_e.pdf.

73. THE OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Operating Agency qualifies for an exemption or exclusion, the Operating Agency warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.
74. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in the previous Paragraph, "OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Operating Agency to cure such default within ten (10) days of notice shall be grounds upon which County may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program and the Los Angeles County Code, Chapter 2.206.
75. ENERGY POLICY AND CONSERVATION ACT. The Operating Agency must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94A 163, Stat.871).
76. WARRANTY OF AUTHORITY. The undersigned signatory for the Operating Agency covenants, warrants, and guarantees that he/she is empowered and authorized to sign this Contract on behalf of the Operating Agency in accordance with the terms and conditions stated herein.
77. ENTIRE CONTRACT. This Contract with attachments and any and all HHPF Bulletins, which the County may issue from time to time following the date of execution, constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

«AGENCY_NAME»
Operating Agency

By: _____

SEAN ROGAN, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____

Title: _____

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

APPROVED AS TO PROGRAM:

SEAN ROGAN, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____

Deputy

By: _____

Director, Community Development
Division